## NOTICE OF INTEREST IN REAL PROPERTY AND ATTACHED PERSONAL PROPERTY

Parties Subject to Security Interst (Grantor):

(Name)

(Address)

Garv J. Willey Cedar Foods Inc. James Dunyon Shanna Dunyon John L. Dunyon Mary Dunyon James B. Jensen Christina Jensen Mark Allphin Shauna Allphin

820 South Main Cedar City, UT 84720

Recorded at CRAIG FOOD INDUSTRIES INC Request of APR 28 1988 Time \_\_\_\_\_11AM Fee \$32.00 Page 675-690 \_ Book \_\_378 By DIXIE B. MATHESON, IRON COUNTY RECORDER P.C.

Abst'd 📋

Indx'd 🔲

Craig Food Industries

Secured Party (Grantee):

4042 Pacific Avenue Ogden, IT 84409

Notice is hereby given that Craig Food Industries, Inc. claims an interest in the following described real property:

Premises located in Cedar City, County of Iron, State of Utah, and more specifically described as follows:

> Beginning South O degrees O7 minutes OO seconds East 35.00 feet North 89°37 minutes 00 seconds East 264.15 feet from the NW corner of Section 23, Township 36 South Range 11 West Salt Lake Basin Meridian Running thence North 89°37 minutes 00 seconds East 189.56 feet Fence Southeasterly around the arc of a curve to the right with a radius of 44.62 feet distance of 35.82 feet. Fence South 45°37 minutes 00 seconds West 150.00 feet North 44°23 minutes 00 seconds West 163.80 feet to the point of beginning. Containing .312 acres of land.

Such interest is that of an agreement which grants Craig food Industries an option to require an assignment to Craig Food Industries, Inc. of Lessee's interest in a lease. Such Lease Agreement being dated the 13the day of January, 1973 and attached hereto as Exhibit "A".

BOOK 378 PAGE 675

Craig Food Industries further claims an interest in the improvements and fixtures and all personal property located thereon. The interest claimed by Craig Food Industries is the nature of a right to repossess all such items pursuant to a Security Agreement dated the 25th day of March, 1988 and attached hereto as Exhibit "B".

Also and hereto as Exhibit 'C' is Acknowledgment by the Current Lessess's of the Conditional Assignment of the Lease.

DATED this 15th day of Apail

CRAIG FOOD INDUSTRIES, INC.

Dan Jones

Secretary-Treasurer

STATE OF Utah ) COUNTY OF weben)

I, Dan S. Jones, being first duly sworn, do hereby state that I am the Secretary Treasurer of Craig Food Industries, Inc.: that I have read the foregoing document and that it is true and correct to the best of my knowledge and belief.

Secretary-Treasurer

SUBSCRIBED AND SWORN to before me this 15 th day of

Residing at:

My Commission Expires:

BOOK 378 PAGE 676 #213495

LEASE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

Copy & Give in to addendument to lease the saint

This Indenture of Lease made and entered into this day of \_\_\_\_\_\_\_, 1973, by and between GARY J. WILLEY, LESSOR, and herein designated as the LESSOR, and LEW HAINS, his wife, ELIZABETH HAINS, and BEN HAINS, LESSEE, and hereinafter designated herein as LESSEE.

### WITNESSETH:

l. The Lessor is the owner of those certain premises located in Cedar City, County of Iron, State of Utah, and more specifically described as follows:

Beginning South 0 degrees 07 minutes 00 seconds
East 35.00 feet North 89°37 minutes 00 seconds
East 264.15 feet from the NW corner of Section 23,
Township 36 South Range 11 West Salt Lake Basin
Meridian
Running thence North 89°37 minutes 00 seconds
East 189.56 feet Fence Southeasterly around
the arc of a curve to the right with a radius
of 44.62 feet distance of 35.82 feet.
Fence South 45°37 minutes 00 seconds West 150.00
feet North 44°23 minutes 00 seconds West 163.80
feet to the point of beginning.
Containing .312 acres of land.

- 2. The Lessor, in consideration of the rents hereinafter reserved, and covenants and agreements herein expressed on the part of the Lessee, to be kept, performed, and fulfilled, have demised and leased, and by these presents, do demise and lease unto the Lessee said property and premises.
- 3. The Lessor does hereby covenant and agree to construct upon the aforesaid premises a building suitable for the business of the Lessee, together with the completion of the specified ground area for the parking of motor vehicles, for use by the customers of the Lessee. The premises to be constructed shall be built, constructed, and completed, according to plans and specifications to be furnished to the Lessor by the Lessee, and to be approved and ratified by the Lessor, and thereupon, to be incorporated by reference and made a part of this Agreement just as if they were fully set forth herein.
  - 4. The Lessor and Lessee hereby covenant and agree

VLAHOS AND GALE
ATTORNEYS AT LAW

800x 378 PAUL 677 #283495 to the construction of the premises set forth in paragraph 3 of this Lease Agreement in accordance with the following conditions:

- A. The Lessor shall advance the costs of the construction of the premises with a maximum expenditure to the Lessor in the sum of \$45,000.00.
- B. The Lessee shall at the option of the Lessor toar all such additional costs in excess of the sum of \$45,000.00 for the costs of the construction of the premises, together with the finished and lighted parking lot as a part of the premises.
- 5. It is further stipulated and agreed between the parties, Lessor and Lessee, that all plans are to be furnished of the Lessee, but subject to approval by the Lessor, and further, that the premises to be set forth in the plans and Exhibits shall include the costs of clearing the demised real property for the purposes of construction, including any leveling or testing of same prior to construction, installation of foundation, buildings, parking lot, and all exterior and interior lighting, both for the premises and the parking area. None of the funds to be expended by the Lessor shall be for the purpose of furnishing trade fixtures or furnishings for the premises to be constructed and demised by the Lessor to the Lessee.
- 6. The Lessee, in consideration of the leasing of the property and premises aforesaid, does hereby covenant and agree to and with the Lessor, to pay to the Lessor as rent for said demised premises during the first five year term of this Lease, total rental for the aforesaid first five year term in the sum of One Hundred Twenty Six Thousand Dollars, (\$126,000.00), without any deduction or abatement whatsoever, which rental shall be paid in advance monthly installments of Seven Hundred Dollars (\$700.00), each on the lst day of each of the months of the demised fifteen year term. The Lessor has the option of advancing funds greater than the amount set forth in 4A. of this Covenant of Lease and in the event that the Lessor shall elect to advance

VLAHOS AND GALE

ATTORNEYS AT LAW

BOOK 378 PAGE 678 #283495

the excess costs for the construction of the premises in excess of the sum of \$45,000.00, the Lessee shall then pay to the Lessor one percent (1%) per month of any additional sum so expended by the Bessor and therefore, upon such election, the amount set forth in paragraph 6 herein and based upon the payment of \$700.00 per month shall be increased by the percentage factor set forth herein. The optional period to be exercised at the option of the Lessee shall be for three additional five year terms. Each of the three five year optional terms to be exercised at the option of the \*\*see shall provide for the payment in the same way and manner : the original covenant and term herein set forth, other than as to the amount to be paid for each of the five year optional terms and the monthly sums to be paid for each of the months of any of the optional five year terms. The manner of exercising the additional optional periods herein set forth shall be in accordance with paragraph /4 of this covenant of Lease and the determination of the amount of rental for each of the five year optional terms shall be determined in the manner as set forth in paragraph \_\_\_of this covenant of Lease. The Lessor further acknowledges to the Lessee the receipt of the sum of Jurata paid in advance for the first month/of the leasehold term. A of said payments of rentals during the demised term shall be paid in such place as the Lessor shall by notice in writing designate and in default of such designation, then at the demised

7. As a further consideration for the leasing and demising aforesaid, the Lessee further covenants, promises and agrees to bear, pay and discharge (in the name of the Lessor), in addition to the said rent reserved, all water and utility rates and charges, and the Lessee further covenants and agrees with the Lessor, at Lessee's own cost and expense, to make all repairs, alterations or changes of every kind and nature that

premises.

VLAHOS AND GALE
ATTORNEYS AT LAW

BOOK 378 PAGE 679 #283495 for each of these optional periods by giving notice in writing 60 days prior to the expiration of the previous term of the Lessee's intention to so renew the Covenant of Lease. All enewals shall also be subject to all of the terms contained in this Lease, except that rental consideration shall be as set forth in paragraph , infra, and only the options and terms expressly set forth herein may be exercised.

15. The basis of rent for each of the three optional term periods shall be no less than the amount set forth for the fteen year original term of this Lease Agreement, but shall increased by the Lessor in accordance with the increase of the Consumer Price Index for Urban Wage Earners and Clerical Corkers as compiled by the Bureau of Labor Statistics, United States Department of Labor, and hereinafter referred to as the Index as provided hereinbelow.

The increase amount of rental, if any, shall be based upon the percentage of change in the Index calculated to its nearest whole percentage point between the Index of the year 1982 and through numerical equivalent of the Reference Base Index, as revised in the most recent revision as of the day of exercise of the option. It shall be acceptable that the Index announced by the Administrator of the Utah Uniform Consumer Credit Code as designated in 70Bl106, Utah Code Annotated, as amended 1969, shall be the basic percentage increase used in determining the increase in the rental to be paid by the Lessee to the Lessor by reason of the optional exercise of such Lease option period.

If. The Lessee further covenants and agrees to and with the Lessor, that insurance shall be provided by the Lessee at their sole cost and expense against loss by fire, and shall be kept and maintained by the Lessee against any loss by fire on the demised premises in such company, or companies, as the Lessor shall approve, and such insurance shall be in the amount of

VLAHOS AND GALE

The amount of such insurance upon the premises for loss by fire shall be the insurance appraised value insured and covered by an 80 percent average clause. The premiums for such insurance shall be paid by the Lessee, and upon the failure of the Lessee to pay or purchase such insurance, or to maintain same during the Covenant of this lease period, then the Lessor shall purchase such insurance and it shall be added to the rent for the leased premises, and shall be recovered in the same manner as rent in arrears, ogether with interest thereon at the rate of 10 percent per canum until paid.

17. It is further expressly agreed by and between the parties hereto, that the Lessee shall, in case of fire, ive immediate notice in writing to the Lessor, who, out of the proceeds of the insurance provided or paid for as aforesaid by the Lessee, shall cause the damages to be repaired, provided that if the Lessor shall deem such proceeds insufficient for such repair, the Lessor shall notify the Lessee in writing to that effect, and thereupon, the Lessee shall within 30 days from receipt of such notice, but not thereafter, deliver to the lessor a contract in writing whereby the Lessee shall undertake o repair such damage properly and to complete the same free from lien, liability, or expense, from the proceeds of such insurance which shall be paid to the Lessee, provided, however, that the Lessee shall, at the same time, give security, satisfactory to the Lessor, for the complete fulfillment of said contract. In the event of a total destruction by fire of the demised premises, such as to render them unsuitable for the pusiness of the Lessee, the rental herein set forth shall abate until the premises shall have been renewed and ready for the occupancy of the Lessee, at which time the rental period shall again commence under the terms and conditions set forth in this Covenant of Lease.

VLAHOS AND GALE

800% 378 rack 681 #283495

- The Lessee hereby further covenants and agrees that the said demised premises and buildings, which may at any time be thereon, shall during said demised term be used only for and exclusively for the operation of a restaurant or drive-in business, which at the time of the execution of this ease is within the customary activities of restaurants and drive-in eating establishments in the State of Utah, and will not suffer or permit the said demised premises, or any part thereof, be used for any other purposes. The premises shall not be used for any purpose or use in violation of the Laws of the Enited States, or of the State of Utah, or of the Ordinances f the County of Iron, and that the Lessee will promptly, and at its own cost and expense, observe, comply with, and conform to all rules, regulations and laws now in effect, or which may be enacted during the continuance of this Lease, by any municipal, county, state or federal authorities, and any lepartment of the same.
- 19. It is further expressly agreed by and between the carties hereto, that the Lessee shall at all times during the term of this Lease, use and occupy the whole of the demised premises, and may sublet any part, or portion, of the same only as shall be agreed to by the Lessor. It is further provided, however, that the Lessee shall be allowed to sublet the entire premises with the consent of the Lessor, and that such assent shall be given when reasonable and not unreasonably withheld, but that any such subletting shall be only upon the terms and conditions of this entire Covenant of Lease, and there shall be no release of the Lessee from the terms and charges of this Covenant of Lease unless the consent of the Lessor shall be in writing had.
- 20. It is further agreed by and between the parties hereto, that any installment of rent accruing under the provisions of this Lease, which shall not be paid when due, shall bear

VLAHOS AND GALE
ATTORNEYS AT LAW

800K 378 PAGE 682 #283495 interest at the rate of 10 percent from the date when the same was payable by the terms of this Lease, until the same shall be paid by the Lessee.

- It is further covenanted and agreed by and between the parties hereto that if the Lessee shall, at any time during the term hereby demised, become insolvent, or if proceedings in Bankruptcy shall be instituted by or against the Lessee, or if the Lessee shall compound the Lessee's debts or assign the Lessee's Estate or effects for payment thereof, or if any execution or attachment shall issue against the Lessee and not be discharged within 30 days of such execution or attachment following final legal determination of the obligation by judicial process, or if a receiver or a Trustee shall be appointed of the Lessee's property, or if this Lease shall by operation of Law devolve upon or pass to any person, or persons, other than the Lessee, then and in each of said cases, the Lessor may, at Lessor's election, enter into and upon the demised premises or property, or any part thereof, hold, possess, and enjoy as of the Lessor's former Estate, be discharged from these presents and demise intended to be hereby made, and anything herein contained to the contrary thereof, in any wise notwithstanding, and such termination of this Lease and re-entry of the leased premises shall not prejudice any right of the Lessors hereunder.
- between the parties hereto, that in case at any time default shall be made by the Lessee in the payment of any of the rents herein provided for upon the day the same becomes due or payable, or in any case of any default in relation to liens as herein-before provided, or if the Lessee shall fail to pay any of the rates, taxes, or assessments herein provided for, to be paid by the Lessee, within the time herein provided for, or in case of the sale or forfeiture of said demised premises, or any part thereof, or in case the Lessee shall fail to keep insured any

VLAHOS AND GALE

800N 378 PAGE 683 #283495

building or improvement which may at any time hereafter be upon the said premises as herein provided for, or if the Lessee shall fail in any of the agreements, promises, undertaking, or covenants of this Lease by the Lessee to be kept or performed, then in any or either of the events, it shall be and may be lawful for the Lessor, to first give notice in writing to the Lessee of such occurrances or events, and at the failure of the Lessee within fifteen days thereafter to cure such default or breach, or make ompliance as directed and provided for in this Covenant of ease, then the Lessor shall at Lessor's election declare aid demised term ended and enter into said demised premises, and the buildings and improvements situated thereon, or any .art thereof, with or without process of law, to re-enter, the said Lessee hereby waiving any demand for possession of the demised premises, and the Lessee covenants and agrees that upon the termination of the said demised term, the Lessee will surrender and deliver up the above described premises and property peaceably to said Lessor, their agents, or attorneys. If the Lessee, its agents, attorneys, and tenants shall hold said premises, or any part thereof, one day after the same should be surrendered according to the term of this Lease, they shall be guilty of forcible detainer of said premises under the Statute, and shall be subject to eviction and removal, forcibly or otherwise, with our without process of law; and such re-entry shall not bar the recovery of rent or damages for preach of covenant, nor shall the receipt of rent after condition broken be deemed a waiver by the Lessor, or a forfeiture, and any entry or re-entry by the Lessor, whether had or taken under what are known generally as summary proceedings, otherwise and in any manner, shall not be deemed to have absolved or discharged the Lessee from any liability hereunder.

23. It is further covenanted and agreed by and between the parties hereto, that upon the expiration of this 378 page 684

VLAHOS AND GALE

SUITE 312-315 ECCLES BUILDING

#283495

in advance, the then reasonable value of the use and occupancy of the leased premises, which shall not be less, however, than the rent to be paid for the last month under this Lease.

between the parties hereto, that each of the expressions, phrases, terms, conditions, provisions, stipulations, aadmissions, promises, agreements, requirements, and obligations of this Lease, shall extend to and bind or inure to the benefit of, not only the parties hereto, but each and everyone of the successors and assigns of the respective parties, both Lessor and Lessee, and whenever in this Lease a reference to either of the parties hereto is made, such reference shall be deemed to include, wherever applicable, also a reference to the successors and assigns of such parties, the same as if in every case expressed and all of the conditions and covenants contained in this Lease shall be construed as covenants running with thhe land.

29. This Lease shall be in effect when subscribed to by all of the parties herein, and a consideration and all conditions precedent to the completion of the Lease Agreement have been performed by the Lessee and the Lessor. The commencement of the actual term of the Lease and the liability for payment of a rental charge shall not commence until the premises and parking area have been completed and the Lessee has opened the premises for business. The term of the Covenant of Lease and each of its optional periods shall be extended by the date endorsed upon the last past of this Lease Agreement and initialed by a representative of the Lessor and a representative of the Lessee, and such endorsed date shall constitute the beginning of the term of the rental period of the Lease Agreement, notwithstanding any other date set forth herein. The Lessee covenants to use all due diligence in the completion of the premises and preparation for the opening, and in no event shall the period be delayed beyond \_\_\_\_days without the further consent

VLAHOS AND GALE

BOOK 378 PAGE 685 #283495 render less desirable the use of the premises by the Lessee as a drive-in restaurant business and that it is contemplated that a business to be known as Candy's No. 1 will be a contiguous tenant

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of the Lessor had.

- Lessee, upon request of Lessor, will subordinate this Lease to any first mortgage which now or hereafter affects the demised premises, and to any renewals, modifications or extensions of such mortgage. Lessee will execute and deliver at Lessor's expensee such instruments subordinating this Lease o any first mortgage, or conforming or evidencing such suborination. Provided, however, Lessor shall deliver or cause to me delivered to Lessee an agreement in writing from any such mortgagee to the effect that so long as Lessee shall faithfully tischarge its obligations under this Lease, their tenancy will not be disturbed nor this Lease affected by any default under such mortgage; and that in the event of a sale of the demised premises in foreclosure or any sale, traansfer or conveyance in lieu thereof, that same will be sold, transferred or conveyed subject to this Lease. In the event Lessor defaults on any such mortgage, Lessee may make payments on the mortgage, and any payments so made shall be a credit on the rental due under this Lease. The amortized monthly payments on such mortgage, or renewals, modifications or extensions thereof, shall not exceed the rental herein provided to be paid by Lessee.
- It is mutually agreed between the parties to this Covenant of Lease and Agreement that if the Lessor shall offer to sell the demised premises prior to the expiration of the leasehold and optional term period to any persons other than those persons who are immediate members of any of those 378 PAGE 686 essor's family, that the Lessor shall grant to the Lessee a

STATE OF UTAH : SS County of Salt Lake:	RECORDER'S MEMO Legibility of writing, typing or printing unsatisfactory in this Document when received.
On this day of	racelved.
	Gary J. Willey, who being by me duly
sworn, did say that he was the	
	nt was signed and executed by him
with full knowledge of the cont	
	NOTARY PUBLIC Residing at:
ty Commission Expires:	
STATE OF UTAH : SS	
County of :	
<del></del>	of, 1973,
	Lew Hains, Elizabeth Hains and Ben
Hains, who being by me first d	uly sworn, did state they are the
Lessees of the property herein	demised and that this instrument
was signed and executed by the	m with full knowledge of the contents
therein.	
	NOTARY PUBLIC Residing at:
My Commission Expires:	RECORDER'S MEMO Legibility of writing, typing ar printing unsatisfactory in this Document when received.

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BOOK 378 PAGE 687 #283 495

## APPENDIX "B" - SECURITY AGREEMENT

### RECITALS:

- A. The undersigned are interested in effecting a grant of a TACO TIME franchise.
- B. Without this security agreement, CFI cannot be assured of timely performance by the new franchisee.
- C. CFI is willing to enter into and willing to approve the Franchise Agreement and related agreements only if this security agreement is entered into as security for the faithful performance of all terms and conditions of the Franchise Agreement and any other related agreements and payment for any other goods or services that may be provided pertaining to the Taco Time restaurant.

### AGREEMENT IN CONSIDERATION OF THE ABOVE RECITALS

- 1. Security Interest. The undersigned hereby grants to Craig Food Industries a security interest in the TACO TIME restaurant, together with all assets both existing and after acquired including interest in lease, Franchise Agreement, fixtures, all equipment and personal property of every kind including inventory to secure performance of all obligations to Craig Food Industries both current and future arising from the operation of the Taco Time Restaurant. The above interest shall apply to both existing and hereinafter acquired assets. If any payments are not paid when due, Craig Food Industries shall have the right to foreclose any time after one hundred and twenty (120) days written notice. Further CFI shall give 120 days notice of default prior to any attempt to terminate the franchise.
- 2. Litigation Expense. In the event that an action at law or suit in equity is brought to establish, obtain or enforce any right by any of the parties to this agreement, the prevailing party in each suit or action; both in the trial and any appellate court, shall be entitled to a reasonable attorney's fee to be recovered from the other party, as well as that party's costs and disbursements incurred in any such suit or action without the necessity of introducing evidence with regard thereto.
- 3. Notices. All notices herein specified shall be in writing and sent certified mail with return receipt requested to CFI at P.O. Box 9255, Ogden, Utah 84409 or to BUYER at the address of the TACO TIME operation or to such other address as the parties may designate in writing.
- 4. Waiver. Failure of CFI to insist upon strict performance of any terms, covenant or condition of this agreement contained shall not constitute or be construed as a waiver or relinquishment of the right of CFI to thereafter enforce any such term, covenant or condition and the same shall continue in full force and effect.
- 5. The parties agree to execute all documents required by Craig Food Industries to properly record and perfect this security interest or

BOOK 378 PAGE 688 #283495

UNIT FRANCHISE AGREEMENT - APPENDIX B - SECURITY AGREEMENT Page 1

alternatively authorize Craig Food Industries to execute such documents in their behalf.

- 6. Craig Food Industries agrees that it will subordinate its security interest to financing of hard assets by financial institutions as long as such financing provides CFI may assume the obligation and payment schedule involved in the event CFI needs to foreclose on its security interest and provided. Craig Food Industries approval is obtained in advance of such financing and the terms thereof.
- 7. This security agreement is subject to all bankruptcy laws and protections. In the event of a bankruptcy filing, foreclosure may be obtained only after the appropriate hearings, relief from bankruptcy stay or other appropriate order of the bankruptcy court.
- 8. If the obligation claimed by CFI as due is for other than payment of money due, CFI must obtain judgement from a court of law prior to foreclosure on any such obligation.
- 9. In the event that legal action is brought by the franchisee or a answer is filed in defense to a legal action brought by CFI prior to the expiration of the 120 day notice period specified in paragraph 1 wherein the franchisee objects to the amount CFI claims as owed, then foreclosure on the assets may not be completed until judgement for the amount due has been entered.

CEDAR FOODS INC.

By: some hungan	
James Duryan	- Simeth ninear
JAMES DUNYON (individually)	JAMES JENSEN (individually)
Shanna Director	Christina Sensen
SHANNA DUNYON (individually)	CHRISTINA JENSEN (Individually)
John L. Dunyon	Work all phin
JOHN DUNYON (individually)	MARK ALLPHIN (individually)
Mary Dunyon	Skouna allohin
MARY DUNYON (individually)	SHAUNA ALLPHIN (individually)
Date: 3-25-87	
CRAIG FOOD INDUSTRIES, INC.	
In 5 min	
By:	BOOK <b>378</b> page <b>689</b>
Date: 4-14-88	#283495

UNIT FRANCHISE AGREEMENT - APPENDIX B - SECURITY AGREEMENT Page 2

# APPENDIX "C" - IDENTIFICATION OF LEASE SUBJECT TO PARAGRAPH 6.4

The Lease that is subject to the provisions of paragraph 6.4 of the foregoing franchise agreement is hereby identified as follows:

The Franchisee is the current Lessee of a lease of premise located at 820 South Main , Cedar City, Utah 84720. Said covenant of lease is dated the 13th day of January, 1973 between Gary J. Willey as Lessor and Lew Hains, Elizabeth Hains, and Ben Hains as Lessee is marked herein as Exhibit "A" and by reference incorporated and made a part of this agreement as if it were fully set forth herein.

The Franchise have been assigned the Lessee's interest in the above described lease from the Hains', the original Lessees.

CFI will not require a pre-executed conditional assignment of the lease as provided in paragraph 2.1 of the franchise agreement but will address the assignment only if the franchise should terminate.

CEDAR FOODS INC.

X

JAMES DUNYON (individually)

SHANNA DUNYON (individually)

JOHN DUNYON (individually)

MARY DUNYON (individually)

Date: 3-2588

AMES JENSEN (individually)

CHRISTINA JENSEN (Individually)

MARK ALLPHIN (individually

SHAUNA ALLPHIN (individually)

BOOK 378 PAGE 690 #283495